In forma pauperis
Petition not printed

(27)

SEP 15 1942
CHARLES ELMORE CROPLEY
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1941

No. 1,280 115

CARLOTA BENITEZ SAMPAYO,
Petitioner,

vs.

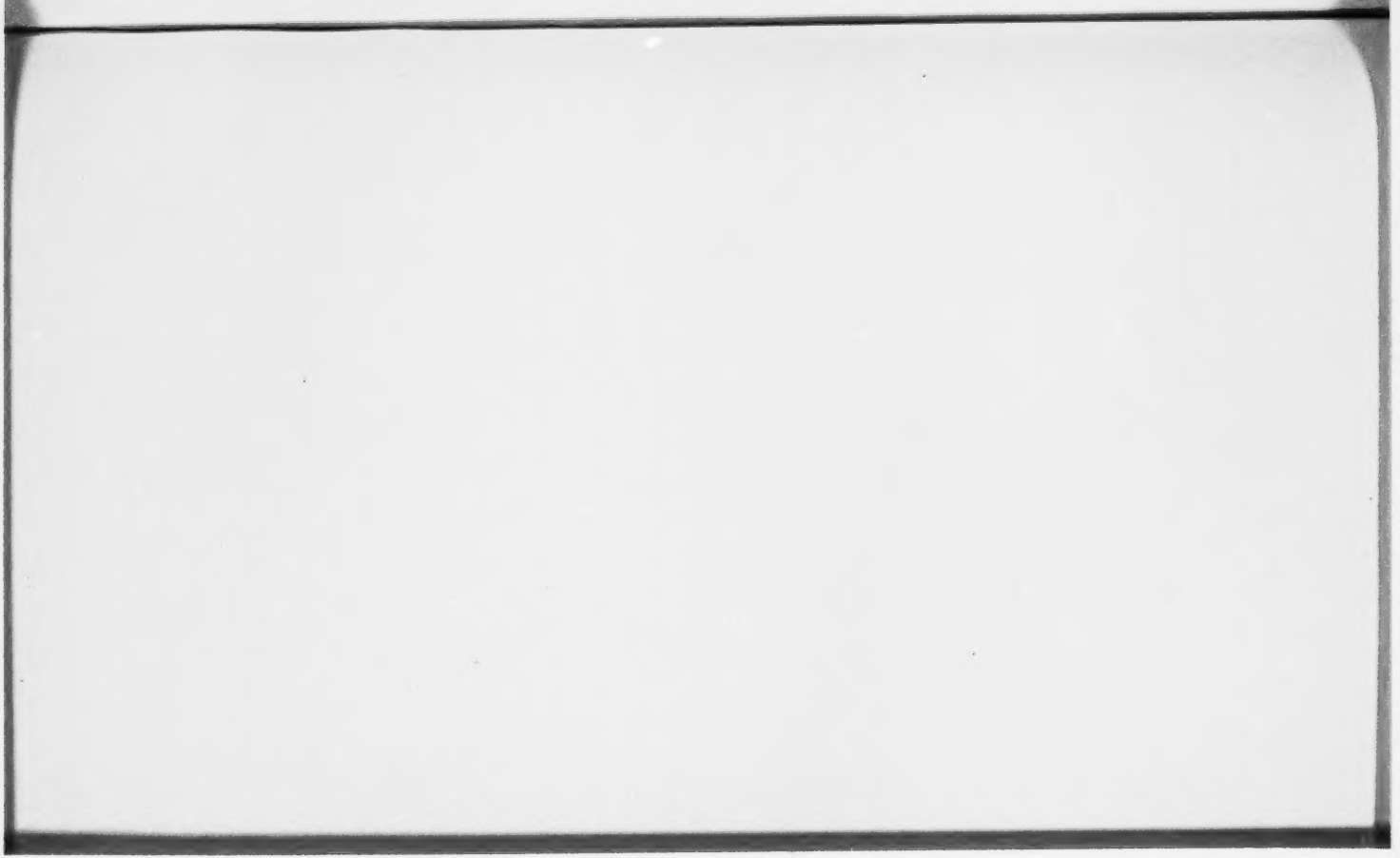
THE BANK OF NOVA SCOTIA,
Respondent.

PETITION FOR WRIT OF CERTIORARI TO THE CIRCUIT COURT OF APPEALS, FIRST CIRCUIT, AND SUPPORTING BRIEF

BRIEF IN OPPOSITION TO PETITION

HENRI BROWN,
Counsel for Respondent.

September 1, 1942.



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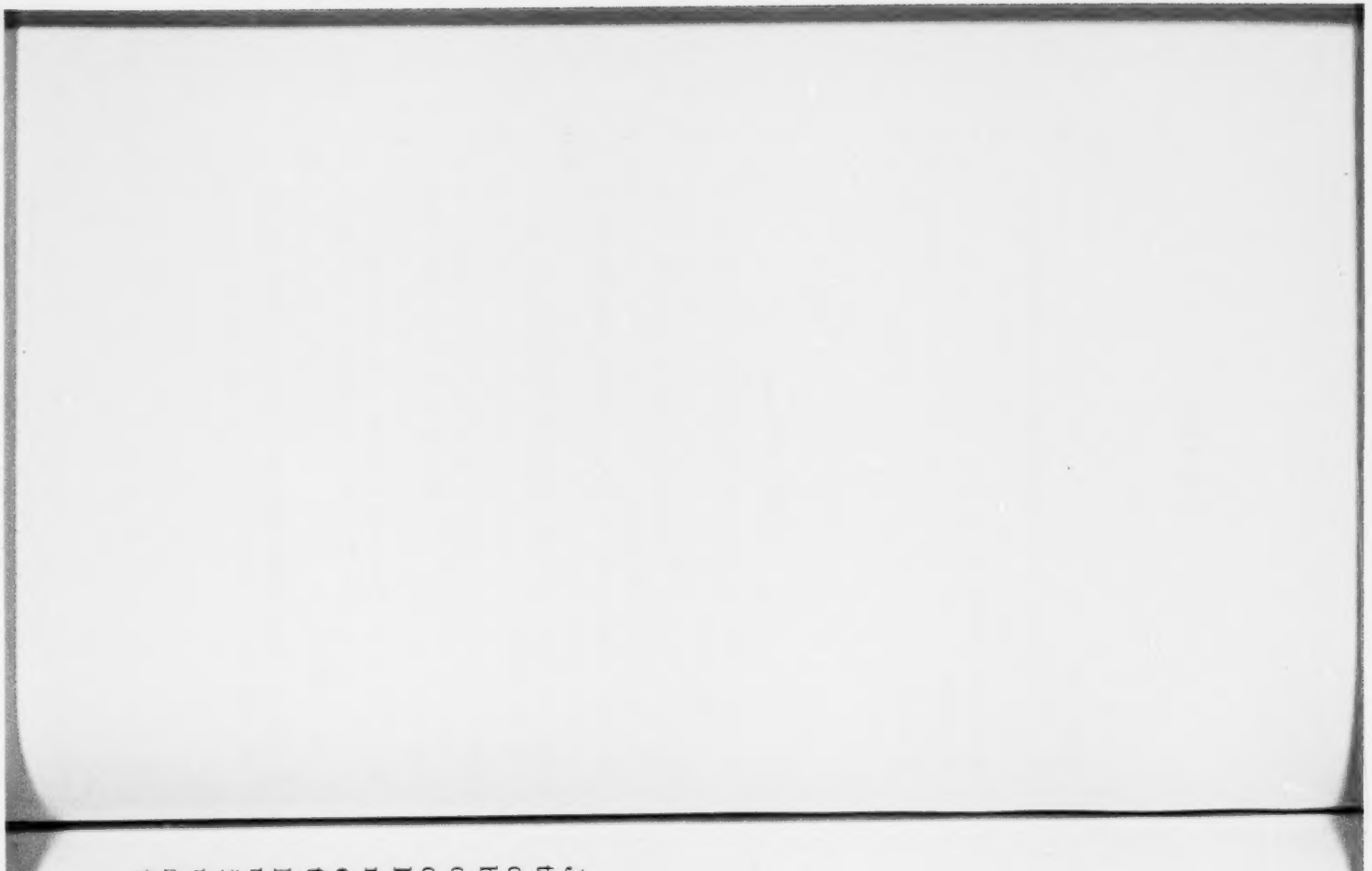

IN THE

Supreme Court of the United States

OCTOBER TERM, 1941

No. 1,280

CARLOTA BENITEZ SAMPAYO,
Petitioner,

vs.

THE BANK OF NOVA SCOTIA,
Respondent.

BRIEF IN OPPOSITION TO PETITION

Statement

Petitioner was a member of the "Comunidad" José J. Benítez e Hijos, which had large holdings of land on the island of Vieques, Puerto Rico, used for growing sugar cane and for pasturage. The Comunidad also owned cattle, buildings, agricultural equipment, and held the capital stock of the Benítez Sugar Company, a corporation. The latter corporation owned a sugar factory, agricultural land, a large number of livestock, trucks, equipment, buildings, a railroad with locomotives and rolling stock, all on the island of Vieques, and devoted to the growing of sugar cane and the manufacture of raw sugar and molasses, and the transportation, marketing, and sale of such manufactured products. The corporation also extensively financed the growing of sugar cane by independent "colonos" or farmers under grinding contracts calling for the processing of such sugar cane at the corporation's sugar factory. Since 1917, the operations of the Comunidad and the Benítez Sugar

Company had been conducted as a single and integrated enterprise devoted to the growing of sugar cane and the manufacture of that cane and cane grown by independent farmers into raw cane sugar and molasses, and to the sale and transportation of the sugar and molasses.

The Comunidad had been constituted by contract between the widower and the heirs of Carlota Sampayo Guzmán in 1917, and by successive renewals extended to July 30, 1935. On July 1, 1933, the Bank of Nova Scotia, under the terms of a crop loan agreement with the Comunidad, took possession of the properties and operated them for the account of the Comunidad and the Sugar Company, applying the net proceeds to the repayment of the crop loans. When the contract regulating the Comunidad expired on July 30, 1935, no partition or liquidation of the business was had, but the Bank continued the operation of the business as theretofore, until a receiver took over.

On October 20, 1936, the Bank of Nova Scotia filed in the District Court of the United States for Puerto Rico a bill in equity against the Benítez Sugar Company, and various persons, including the petitioner, individually and as members of the aforesaid Comunidad, seeking foreclosure of certain securities and of a crop lien in satisfaction of various joint and several obligations of the corporation and the Comunidad.

Upon the filing of the bill for foreclosure a receiver was appointed. The receiver took possession of the properties of the integrated enterprise and operated the same under orders of the court. A final decree was rendered on August 22, 1938, in favor of the Bank. The decree adjudged that the Comunidad and the Sugar Company were jointly and severally indebted to the Bank for $673,569.82 with interest; that the members of the Comunidad were individually liable in proportion to their respective participations therein, that of the petitioner being a one-twelfth interest; that the members of the Comunidad, in proportion to their respective liabilities, and the Benítez Sugar Company, must on or before September 1, 1938, pay to the Bank the said sum with interest, in default of which a special master was

directed to sell at public auction the various pledged and mortgaged securities. It also contained provision for an eventual deficiency judgment.[1]

The amount found to be due respondent by said foreclosure decree not having been paid, the foreclosure sale of the securities was duly held by the master on October 13, 1938, and thereat the securities were sold to respondent, the only bidder at the sale, for $466,250. On October 24, 1938 a hearing was held on motion to confirm the master's sale. No opposition or objection was made at the hearing and the sale was duly confirmed by the court.

On April 22, 1939, respondent moved for a deficiency judgment in the sum of $272,470.53. At the hearing on this motion, on April 28, 1939, no objection was made thereto by petitioner and on May 9, 1939, the deficiency judgment was entered against the Benítez Sugar Company and the members[2] of the Comunidad, petitioner's liability being fixed at $22,705.87 plus interest thereon. Subsequently, petitioner filed a petition to vacate the deficiency judgment, which petition was denied by order of the District Court on June 30, 1939.

Petitioner seasonably appealed from the deficiency judgment and the Circuit Court of Appeals on January 30, 1942 entered its decision vacating the deficiency judgment and remanding the case to the District Court for further proceedings in conformity with the opinion. (*Benítez* v. *Bank of Nova Scotia,* 125 F. (2d) 519 (C. C. A. 1st, 1942.)

It is this decision of the Circuit Court of Appeals for the First Circuit, vacating the deficiency judgment and remanding the case to the District Court that petitioner now seeks to have this court review on certiorari.

---

[1]Petitioner attempted to appeal from this decree of August 22, 1938, but in the case of *Benítez* v. *Bank of Nova Scotia,* 109 F. (2d) 743 (C. C. A. 1st, 1940), the attempted appeal was dismissed because not taken within the statutory period.

[2]With the exception of Gabriel Ferrer Otero, a citizen of the Republic of Spain, who had been served in the original suit by publication only.

It is deemed necessary to make reference also to the bankruptcy proceedings filed by petitioner under Section 75 of the Bankruptcy Act.

Her petition as an alleged farmer was filed October 13, 1938, just fifty-five minutes prior to the time of the foreclosure sale under the equity decree of August 22, 1938. This petition was dismissed by order of the District Court on January 3, 1939. The order of dismissal was affirmed by the Circuit Court of Appeals for the First Circuit. (See *Benítez* v. *Bank of Nova Scotia,* 109 F. (2d) 743 (C. C. A. 1st, 1940) Reh. Den.) In affirming the order of dismissal, that appellate court held that the definition of the term "farmer" contained in Section 1(17) of the Bankruptcy Act as amended by the Chandler Act was the applicable one.

On certiorari, this Court reversed said Circuit Court, holding that the applicable definition of the term "farmer" was the one contained in Section 75(r) of the Bankruptcy Act, and it remanded the case to said Circuit Court for decision of the other questions in the light of said holding. (See *Carlota Benítez Sampayo* v. *Bank of Nova Scotia,* 1941, 313 U. S. 270, 61 S. Ct. 953, 85 L. ed. 1324, Reh. Den. 62 S. Ct. 51, 86 L. ed. .)

After reargument before said Circuit Court of Appeals the order of dismissal of the District Court was vacated and the case remanded to the District Court with instructions to make a specific finding on the question as to whether petitioner was primarily engaged in the poultry business. (See *Benítez* v. *Bank of Nova Scotia,* 125 F. (2d) 523 (C. C. A. 1st, 1942).) This Court refused to grant certiorari. (See *Carlota Benítez Sampayo* v. *Bank of Nova Scotia,* No. 1197, June 8, 1942, 86 L. ed. 1197; Petition for rehearing pending.)

In the Decision of the said Circuit Court of Appeals vacating the deficiency judgment, it was said:

> "* * * If the district court should determine upon reconsideration of the bankruptcy case that appellant is not a 'farmer' within the meaning of Section 75(r) and hence not entitled to invoke the remedial provisions of Section 75, that court will reenter the defi-

ciency judgment against appellant. If, however, the determination is that the farmer-debtor petition was properly filed, then the deficiency judgment will stand vacated as to this appellant."

The Decision of the Circuit Court of Appeals

The Circuit Court of Appeals held that the matters adjudged by the foreclosure decree of August 22, 1938 had become *res judicata* as to petitioner, and could not be reexamined in the appeal from the deficiency judgment which merely followed the terms of the foreclosure decree.

Referring to its decision vacating the order of dismissal in the bankruptcy proceedings and remanding the case to the District Court for further proceedings (*Benítez* v. *Bank of Nova Scotia,* 125 F. (2d) 523, cert. den. June 8, 1942), the Circuit Court of Appeals pointed out that if the farmer-debtor proceeding was properly filed, it would operate as a stay against proceedings directed against petitioner individually for a deficiency judgment by virtue of subsections (o) and (p) of Section 75 of the Bankruptcy Act. As a consequence that court vacated the deficiency judgment and remanded the case to the District Court with the instructions already mentioned.

The Circuit Court, however, said that the filing by petitioner of her individual farmer-debtor petition under Section 75 of the Act could not have invalidated the foreclosure sale, pursuant to the equity decree of August 22, 1938, of the securities pledged by the Comunidad or partnership of which she was a member.

The other propositions contained in the opinion do not appear to be directly challenged here.

Questions Presented

The petition and brief in support thereof are altogether too lengthy to justify any attempt to fashion this brief in opposition as a specific reply to everything said by petitioner.

We shall limit this brief to an attempt to show that the Circuit Court of Appeals decided no question properly reviewable at this time by this Court on certiorari.

Argument

I.

Petitioner urges that the court below erred in holding that the Comunidad was to be assimilated to a partnership for purposes of the Bankruptcy Act. An examination of the opinion in *Benítez* v. *Bank of Nova Scotia*, 110 F. (2d) 169 (C. C. A. 1st, 1940), will reveal that the Circuit Court merely followed the view of the Supreme Court of Puerto Rico on a question of local law, viz., the nature of the interest of a member of the Comunidad. In doing so, the Circuit Court was right.

But if on the remand of the bankruptcy proceedings the District Court finds that petitioner was not primarily engaged in the poultry business and hence was not a "farmer" as that term is defined in Section 75 of the Bankruptcy Act, the question as to the nature of the interest of a member of the Comunidad, it would seem, will be of academic interest only.[3]

II.

The second proposition argued in petitioner's brief in support of the petition assumes that the Circuit Court erred in saying that the Comunidad for the purposes of the Bankruptcy Act may be properly assimilated to an Anglo-American partnership. What we have pointed out under I above would seem to be a sufficient answer to this proposition.

---

[3]We take it that this Court must have so concluded when it denied the petition for certiorari in the case of *Carlota Benítez Sampayo* v. *Bank of Nova Scotia*, No. 1197, June 8, 1942, 86 L. ed. 1197.

III.

By the third proposition argued by petitioner it is sought to establish as her defense to the bill of complaint upon which the equity decree of August 22, 1938 was rendered, an alleged lack of jurisdiction of the district court over one of the members of the Comunidad, who, urges petitioner, was an indispensable party to the equity suit. This lack of jurisdiction, she urges, was due to the alleged death of that defendant prior to the completion of service by publication.

Even assuming that petitioner could have ever taken advantage of that defense, the matter has become *res judicata* by virtue of the equity decree. In the trial leading to that decree evidence was adduced showing that said defendant was alive and had been properly served. Petitioner has many times and in various ways sought to raise the question of the death of that defendant. On one occasion, upon her motion, a hearing was had in the district court on the question, at which she did not even appear, and neither she, nor anyone else, has ever produced any competent evidence as to the supposed death of said defendant.

IV.

Finally, petitioner urges that the equity decree of August 22, 1938 has never become final as to her, because the filing of her farmer-debtor proceedings under Section 75 of the Bankruptcy Act suspended the running of the statutory period within which an appeal might have been taken by her from said decree.

Petitioner raised this same question and it was decided against her contention by the Circuit Court of Appeals for the First Circuit in the case of *Benítez* v. *Bank of Nova Scotia*, 109 F. (2d) 743 (C. C. A. 1st, 1940). No review of that decision by this court was sought, and it would seem that that case has settled the question.

Be that as it may, there seems to be no merit to the contention. (See *Lehmer* v. *Scott & Borden*, 28 Cal. App. (2d) 128, 82 P. (2d) 41.)

Conclusion

The decision of the Circuit Court of Appeals below is correct. There is no conflict of decisions and no question of importance calling for a review by this Court.

The petition for a writ of certiorari should be denied.

Respectfully submitted,

HENRI BROWN,
Counsel for Respondent.

September 1, 1942.

CPY6312

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1942.

Office - Supreme Court, U. S.
FILED
NOV 5 1942
CHARLES ELMORE CROPLEY
CLERK

NO. 118.

CARLOTA MERITET CAMPAZO,

Petitioner,

v.

THE BANK OF NOVA SCOTIA.

PETITION FOR REHEARING.

CARLOTA MERITET CAMPAZO,
PETITIONER,
Pro Se.

Supreme Court, U. S.
FILED
NOV 5 1912
CHARLES ELMORE CROPLEY
CLERK

IN THE SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1912.

No. 112.

CARLOTA BENITEZ DE ARAYAZ,

Petitioner,

v.

THE BANK OF NOVA SCOTIA.

PETITION FOR REHEARING.

CARLOTA BENITEZ DE ARAYAZ,
Petitioner,
Pro se.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1942.

NO. 115.

CARLOTA BENITEZ SAMPAYO,
Petitioner,

vs.

THE BANK OF NOVA SCOTIA.

PETITION FOR REHEARING.

TO THE HONORABLE, THE CHIEF JUSTICE
AND THE ASSOCIATE JUSTICES OF THE
SUPREME COURT OF THE UNITED STATES:

The petition of Carlota Benitez Sampayo, showeth unto your honors that feeling aggrieved by the order of this Honorable Court of October 12, 1942, whereby her petition for writ of certiorari filed herein was denied, while her petition for leave to proceed in forma pauperis was granted, she respectfully prays for a rehearing, on the following grounds:

1. The Eighth Question Presented and set forth at page 28 of the petition for writ of certiorari filed herein, raises the issue to the effect that The Bank of Nova Scotia, respondent herein, obtained two decrees and

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1942.

NO. 112.

CARLOTA BENITEZ MARTAYO,
Petitioner,

vs.

THE BANK OF NOVA SCOTIA.

PETITION FOR REHEARING.

TO THE HONORABLE, THE CHIEF JUSTICE
AND THE ASSOCIATE JUSTICES OF THE
SUPREME COURT OF THE UNITED STATES:

The petition of Carlota Benitez Martayo, aforesaid, humbly prays that a rehearing be granted in the above entitled matter, on the following grounds:

1. The Eighth Question Presented and set forth at page 28 of the petition for writ of certiorari filed herein, raises the issue as to the effect that The Bank of Nova Scotia, respondent herein, obtained two decrees and

two orders of execution thereon against your petitioner and the other "condomine" owning and controlling the agricultural properties and assets involved, in common ("en comunidad") for a total sum of approximately ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS ($1,800,000.00) in satisfaction of a debt established by the District Court at a total sum of $673,569.82, said Bank having acquired the properties belonging to your petitioner and said other judgment debtors at the two judicial sales in execution, for a sum in excess of ONE MILLION DOLLARS. That such being the case, and the Bank having thus purchased at the two judicial sales had and for a sum in excess of ONE MILLION DOLLARS properties and assets worth much more and the debt from the entire transaction having been established by the District Court at a total sum of $673,569.82, as aforesaid, petitioner herein (as well as the other "condomine") were entitled to restitution of the difference in their favor and that, consequently, the deficiency judgment appealed from (rendered in between the two decrees mentioned for the same transaction and for the same debt) should have been reversed, with costs, as prayed for - not simply temporarily vacated, with instructions to reenter the same should it be subsequently held by the District Court that your petitioner did not qualify as a "farmer", the latter as provided by the decree of the Circuit Court of Appeals. (R. 242/3).

Reference to paragraph (c), appearing at pages 13 and 14 of the petition for writ of certiorari filed herein will show that this question was seasonably presented to the Circuit Court of Appeals, in line with the caveat previously entered by said Circuit Court in Benitez v. Bank of Nova Scotia, 116 F. (2d) 359, 362, in which case it was pointed out that the unusual procedure complained of, if resorted to, would be "unfair" and "oppressive".

the object of execution thereon against your
petitioner and the other "condomine" owning
contiguous the aforementioned properties and
remote involved, in common ("en commune") for
a total sum of approximately ONE MILLION EIGHT
HUNDRED THOUSAND DOLLARS ($1,800,000.00) in
satisfaction of a debt established by the Dis-
trict Court as a total sum of $973,589.83, said
Bank having acquired the properties belonging
to your petitioner and said other judgment
debtors at the two judicial sales in execution,
for a sum in excess of ONE MILLION DOLLARS.
That upon being duly sworn, and the Bank having
thus purchased at the two judicial sales held
and for a sum in excess of ONE MILLION DOLLARS
properties and assets worth much more and the
debt from the entire expropriation having been
established by the District Court at a total
sum of $973,589.83, as aforesaid, petitioner
herein (as well as the other "condomine")
were entitled to restitution of the differences
in their favor and that, consequently, the
definitive judgment appealed from (rendered in
between the two courses mentioned for the same
expropriation and for the same case) should have
been reversed, with costs, as prayed for -- not
simply temporarily vacated, with instructions
to receptor the same should it be subsequently
held by the District Court that your petitioner
did not qualify as a "farmer", the latter as
provided by the decree of the Circuit Court of
Appeals. (R. 258\3).

Reference to paragraph (c), concerning re-
cent rulings in the petition for writ of
certiorari filed herein with show that this
decision was erroneously presented to the Dis-
trict Courts of Appeals, in like ways the several
pertinent v. Bank of Nova Scotia, 119 F. (2d) 389,
388, in which case it was pointed out that the
summary proceedure contained of, it received to
apply to "multi" and "oppressive".

The situation referred to above was discussed further on pages 51 to 62 of the petition for writ of certiorari filed herein, as one of the reasons relied on for the allowance of the writ, wherein after referring once more to the aforementioned caveat entered by the Circuit Court of Appeals warning against the practise actually resorted to, it is shown how the consummation of the oppressive and unfair procedure complained of was brought to the attention of the Circuit Court of Appeals, in minute detail.

At page 54 of the petition for writ of certiorari filed herein it is shown how after the debt in favor of the Bank from the entire transaction had been established by the District Court at a total sum of $673,569.82, as aforesaid, the Bank purchased the securities at its own price of $466,250.00 and that a balance of $207,319.82 having remained in its favor, the deficiency judgment was rendered for $272,479.53, to cover said outstanding balance, that being the deficiency judgment appealed from.

At page 57 of the petition for writ of certiorari filed herein it is shown how a subsequent decree for a total sum of ONE MILLION SIXTY-SEVEN THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS was rendered, in the same suit, in favor of the Bank, notwithstanding the fact that the full balance remaining unsatisfied from principal on the entire transaction amounted to only $207,319.82 and that the entire deficiency outstanding had theretofore been set by the District Court at the total sum of $272,470.53, as aforesaid. Towards the end of said page 57 of the petition for writ of certiorari filed herein it was pointed out how said subsequent decree for ONE MILLION SIXTY-SEVEN THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS had been previously brought before the Circuit Court of

Appeals and before this Court in conjunction with the interrelated proceedings entitled "The People of Puerto Rico, Intervenor v. The Bank of Nova Scotia, reported in 116 F. (2d) 379 and in 62 S. Ct. 56.

At page 61 of the petition for writ of certiorari filed herein, it is set forth how through the two judicial sales effected in execution of the said two decrees obtained in conjunction with the same transaction and with the same debt established by the District Court at a total sum of $575,569.82, as aforesaid, the Bank adjudicated to itself the various properties and assets involved for a total sum of ONE MILLION SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS and how your petitioner has not obtained restitution of the difference in her favor.

Petitioner herein has not been able to obtain a printed copy of the brief in opposition filed herein on behalf of the respondent, notwithstanding the fact that delivery of a copy of said printed brief in opposition was seasonably requested by her attorney from counsel for the respondent and from the Clerk of this Court. It shall, nevertheless, be assumed that an unsigned typewritten copy of a brief in opposition transmitted to your petitioner's attorney, dated September 1, 1942, will be a true and exact copy of the printed brief in opposition presented to this Court. If that be the case, it is significant to note that said brief in opposition evades any and all reference to the all-important question hereinbefore set forth.

It is respectfully submitted that such procedure of avoiding any and all reference to such vital question, represents an admission of the facts hereinbefore set forth, which facts, in effect, might not be controverted since they appear of record in this Court, although some

appeals and before this Court in connection with the interrelated proceedings entitled "The People of Puerto Rico, Intervenor v. The Bank of Nova Scotia, reported in 118 F. (2d) 279 and in 62 S. Ct. 56.

At page 61 of the petition for writ of certiorari filed herein, it is set forth how through two judicial sales effected in execution of the said two decrees obtained in consolidation with the same transaction and with the same decree established by the District Court at a total sum of $279,386.88, as aforesaid, the Bank adjudicated to itself the various properties and assets involved for a total sum of ONE MILLION SEVENTY-NINE THOUSAND FOUR HUNDRED DOLLARS and how your petitioner has not obtained restitution of the difference in her favor.

Petitioner herein has not been able to obtain a printed copy of the brief in opposition filed herein on behalf of the respondent, notwithstanding the fact that delivery of a copy of said printed brief in opposition was seasonably requested by her attorney from counsel for the respondent and from the Clerk of this Court. It shall, nevertheless, be assumed that an unsigned typewritten copy of a brief in opposition transmitted to your petitioner's attorney, dated September 1, 1942, will be a true and exact copy of the printed brief in opposition presented to this Court. It thus be the case, it is significant to note that said brief in opposition evades any and all references to the all-important question heretofore set forth.

It is respectfully submitted that such pro-
cedure of avoiding any and all reference to such vital question, represents an admission of the facts heretofore set forth, which fact, it effect, might not be controverted since they appear of record in this Court, although some

of them are to be found in the record of an inter-related proceeding, as aforesaid.

Your petitioner respectfully represents to this Court that it was her intention to subsequently file a petition herein, praying for leave to submit certified copies of the documents required to further prove her contention in the premises, in order that if such petition were granted, this Court might have before it all the necessary evidence in the record of this case, but that, due to her penury, it was not possible to take adequate action along those lines, before this Court reconvened.

Your petitioner further respectfully represents to this Court that as shown by the record of the case before this Court numbered and entitled: "Carlota Benitez de Seix et al. v. Rosa Maria Anciani et al., No. 260, October Term, 1942 and by the "Petition to the Court" filed therein, the only funds which might have been available to her with with which to procure such certified copies, have been retained by the Clerk of the District Court, thus making it impossible for her to protect her rights, by adquately defending herself.

It is respectfully submitted that in view of the extreme situation presented, tacitly admitted by counsel for the respondent, as aforesaid, the interest of justice would seem to warrant that your petitioner be granted a rehearing, permitting her to furnish said certified copies of documents, unless counsel for the respondent should be willing to undertake to inform this Court that any or all of the facts set forth in the petition for writ of certiorari filed herein, relative to the oppressive and unfair situation set forth hereinabove, are otherwise than as stated.

Your petitioner is quite confident in that once it shall have been definitely ascertained that she is entitled to restitution under the two decrees already carried into execution, this Honorable Court shall not permit that another judgment rendered in between, to wit, the deficiency judgment to which these proceedings refer, shall remain in a latent state, like Damocles sword, creating an impending threat to the peace of mind and the pursuit of happiness to which all Godfearing American citizens are entitled under our Democracy.

WHEREFORE, petitioner herein respectfully prays this Honorable Court to grant her a rehearing, granting her leave to submit the certified copies of documents referred to above.

And your petitioner further prays that she may be granted such other and further relief as to this Honorable Court may seem meet and proper in the premises.

Ponce, P. R., October 29, 1942.

Carlota Benitez Sampayo,
Petitioner.
Pro Se.

Address: No. 8 Méndez Vigo St.,
Ponce, Puerto Rico.

UNITED STATES OF AMERICA,)
TERRITORY OF PUERTO RICO,) ss:
CITY OF PONCE.)

I, Carlota Benitez Sampayo, being duly sworn, upon my oath depose and say: That I am of legal age, married and a resident of Ponce,

Your petitioner is quite confident in that
once it shall have been definitely ascertained
that she is entitled to restitution under the
two decrees already carried into execution,
this honorable Court shall not permit that
another judgment rendered in between, to wit,
the solitoneby judgment to which these proceed-
ings refer, shall remain in a latent state,
like Damocles sword, creating an impending
threat to the cause of mind and the pursuit of
happiness to which all God-loving American citi-
zens are entitled under Democracy.

WHEREFORE, petitioner herein respectfully
prays this Honorable Court to issue not a
temporary, restoring her leave to unmask the cer-
tified copies of documents referred to above.

And your petitioner further prays that she
may be granted such other and further relief as
to this Honorable Court may seem meet and proper
in the premises.

Ponce, P. R., October 28, 1942.

Carlota Benitez Sanpedro,
Petitioner.
Pro se.

Address: No. 8 Menden Vigo St.,
Ponce, Puerto Rico.

CITY OF PONCE,
TERRITORY OF PUERTO RICO,
UNITED STATES OF AMERICA, } ss:

I, Carlota Benitez Sanpedro, being duly
of legal age, married and a resident of Ponce,
sworn, upon my oath depose and say: That I am

Puerto Rico. That I am the petitioner in the above-entitled proceedings, that the foregoing petition for rehearing has been prepared in accordance with my instructions, that I have read the same and that the facts stated therein are true, to the best of my knowledge, information and belief.

That on this date I have placed in the mails an envelope, bearing sufficient postage, addressed to J. Henri Brown, Esq., at The Bank of Nova Scotia Building, San Juan, P. R., which envelope contained a true and exact copy of the foregoing petition for rehearing.

That a regular daily mail service, operated by the United States Post Office Department, exists between this city of Ponce and the city of San Juan, Puerto Rico.

Ponce, Puerto Rico, October 30th, 1942.

Carlota Benitez Sampayo
Affiant.

AFFIDAVIT NO. 23447.

Subscribed and sworn to before me by Carlota Benitez Sampayo, of the personal circumstances hereinbefore set forth and to me personally known, at Ponce, Puerto Rico, on this 30 day of October, A.D. 1942.

(Signed) Rafael Atiles Moreu
Notary Public.

(Seal)